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*Zell* (a case under the N. I. L.), 98 Va. 294; *Railroad Co. v. National Bank*, 102 U. S. Rep. 14; *Brooks v. Sullivan*, 129 N. C. 190; *Mohlman Co. v. McCane*, 69 N. Y. Supp. 1046.

**BUILDING CONTRACTS—PROVISIONS FOR EXTRA WORK—POWERS OF ARCHITECT.**—A building contract made the architect the agent of the owner and forbade any alterations or extra work unless the contractor furnished an itemized estimate of the cost and the written order of the architect was given therefor. The architect waived these stipulations without the knowledge of the owner. *Held*, the waiver was unauthorized and the contractor cannot recover for the extra work done. *Langley v. Rouss* (1906), — N. Y. —, 77 N. E. Rep. 1168.

The authority of a supervising architect or engineer is limited. It is confined to superintending construction according to plans and specifications given. He cannot bind his principal to pay for extra work without his consent. *Sexton v. Cook County*, 114 Ill. 174; *Stuart v. Cambridge*, 125 Mass. 102. If the builder confers power upon him to make alterations and prescribes the mode of exercising that power, the mode prescribed must be followed. *Woodruff v. R. & P. Ry. Co.*, 108 N. Y. 39. REDFIELD LAW OF RAILWAYS, Vol. I, p. 431; 30 AM. & ENG. ENCYC. L., p. 1285.

**COMMON CARRIERS—DELAY CO-OPERATING WITH ACT OF GOD.**—Plaintiff was the consignee of goods, which, because of a delay of the carrier, were caught in the flood of 1903 and damaged. *Held*, that the carrier was not liable because "negligence which by chance places persons or property within their [floods] destructive reach, should not be deemed a co-operative cause of injury." *Elam et al. v. St. Louis & S. F. R. Co.* (1906), — Kansas City Ct. App. —, 93 S. W. Rep. 851.

This case is apparently in accord with the weight of authority, but is important in that it shows the conflict on this point between the Appellate Courts and the Supreme Court of Missouri. The Appellate Courts, following the rule laid down in *Denny v. Railroad*, 13 Gray (Mass.) 481, hold that the common carrier is not liable because the delay is the remote while the act of God is the proximate cause. *Grier v. Railroad*, 108 Mo. App. 565; *Moffatt Commission Co. v. Railroad*, 113 Mo. App. 544. The Supreme Court of Missouri, however, follows the contrary doctrine as laid down in *Michaels v. Railroad*, 30 N. Y. 564, in which the carrier is held liable for all consequences of delay. *Vail v. Railroad*, 63 Mo. 230; *Pruitt v. Railroad*, 62 Mo. 527; *Davis et al. v. Railroad*, 89 Mo. 340. For full discussion of this subject, see 4 MICHIGAN LAW REVIEW, 635.

**CONTRACTS—WHEN A BREACH ON THE PART OF ONE PARTY TO A CONTRACT ENTITLES THE OTHER TO RESCIND.**—Plaintiff and defendant, owners of adjacent stone quarries, entered into an agreement whereby the plaintiff leased to the defendant the use of his quarry for the term of three years. During this period the plaintiff was not to engage in the business of quarrying or selling stone within a radius of one hundred miles of S. In consideration of this the